

1 THE LAW OFFICES OF RANDOLPH H. GOLDBERG  
2 RANDOLPH H. GOLDBERG, ESQ.  
3 4000 S. Eastern  
4 Suite 200  
5 Las Vegas, Nevada 89119  
6 (702) 735-1500  
7 Attorney for Debtor(s)  
8 Nevada State Bar no. 5970  
9

10 UNITED STATES BANKRUPTCY COURT  
11 DISTRICT OF NEVADA  
12

13 \* \* \* \* \*

14 In re:	)	BANKRUPTCY NUMBER:
	)	BK-S-09-16847-LBR
15 KATHERN CENTANARO	)	Chapter 13
	)	TRUSTEE: KATHLEEN LEAVITT
16	)	
17 Debtor(s),	)	Date: 07/01/2010
	)	Time: 2:30 pm

18 MOTION FOR APPROVAL FOR DEBTOR(S) TO OBTAIN A LOAN MODIFICATION

19 Comes now, the Debtors above-named, by and through HER  
20 attorney, RANDOLPH H. GOLDBERG, ESQ., moves this Court to allow the  
21 debtor(s) to obtain a loan modification on their residence.

22 STATEMENT OF FACTS

23 The Debtor(s) will be doing a loan modification on their  
24 present residence located at 6446 SILENT SUN AVENUE, LAS VEGAS,  
25 NEVADA, 89142. The debtor(s) will be receiving the loan  
26 modification from BANK OF AMERICA HOME LOANS SERVICING, LP.

27 THE CURRENT PAYMENT IS \$1,352.00 WITH AN INTEREST RATE OF  
28 6.375%.

1 THE NEW TERM WILL BE AS FOLLOWS:

2  
3 THE FIRST PAYMENT OF \$297.98 WILL COMMENCE ON AUGUST 1,  
4 2010 WITH AN INTEREST RATE OF 2.000%. THIS SHALL PROCEED FOR THE  
5 NEXT 60 MONTHS. THE SECOND CHANGE DATE WILL OCCUR AUGUST 1, 2015  
6 WITH A PAYMENT OF \$346.18, AND AN INTEREST RATE OF 3.000%. THIS  
7 SHALL PROCEED FOR THE FOLLOWING 12 MONTHS. THE THIRD CHANGE DATE  
8 WILL OCCUR AUGUST 1, 2016 WITH A PAYMENT OF \$397.07, AND AN  
9 INTEREST RATE OF 4.000%. THIS SHALL PROCEED FOR THE FOLLOWING 12  
10 MONTHS. THE FOURTH CHANGE DATE WILL OCCUR AUGUST 1, 2017 WITH A  
11 PAYMENT OF \$443.40, AND AN INTEREST RATE OF 4.875%. THIS SHALL  
12 PROCEED FOR THE FOLLOWING 396 MONTHS. THE NEW DEFERRED PRINCIPAL  
13 BALANCE WILL BE \$90,341.75. THE INTEREST BEARING PRINCIPAL BALANCE  
14 WILL BE \$98,400.00. THE NEW MATURITY DATE WILL BE JULY 1, 2050.  
15 THE NEW MONTHLY PAYMENT WILL BE \$981.14.

16  
17 The loan modification will allow the debtor to lock in an  
18 interest rate so that they can maintain monthly payments on their  
19 residence as well as any other monetary obligations that they  
20 currently have which includes the chapter 13 trustee payments.  
21 Debtors will not be receiving any monies from the loan  
22 modification.

23 The Debtor prays the court grants the loan modification.  
24  
25

26 DATED this 2<sup>ND</sup> day of JUNE, 2010.  
27  
28

1  
2 Respectfully submitted:

3 THE LAW OFFICES OF  
4 RANDOLPH H. GOLDBERG

5  
6 By/s/Randolph H. Goldberg/s/  
7 RANDOLPH H. GOLDBERG, ESQ.  
8 4000 S. Eastern, Suite 200  
9 Las Vegas, Nevada 89119  
10 Attorney for Debtor  
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RECORDING REQUESTED BY:  
 BAC Home Loans Servicing, LP  
 Attn Home Retention Division: SV-HRD S-L  
 400 Countrywide Way  
 Simi Valley, CA 93065

Loan #: 140673493

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 20th day of May 2010, between KATHERN CENTANARO, (the "Borrower(s)") and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 4th day of August 2006 and in the amount of \$177,800.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 6446 SILENT SUN AVENUE, Las Vegas, NV 89142.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of the 1st day of August 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$188,741.75, consisting of the amount(s) loaned to the Borrower by Lender, which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- \$90,341.75 of the "New Principal Balance" shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$98,400.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 2.000% from the 1st day of July 2010. See below table for additional interest rate and payment effective dates per the modified loan terms. If on the 1st day of July 2050 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

### The payment schedule for this modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-5	2.000%	7/1/2010	Principal and Interest	\$297.98	8/1/2010	60
6	3.000%	7/1/2015	Principal and Interest	\$346.18	8/1/2015	12
7	4.000%	7/1/2016	Principal and Interest	\$397.07	8/1/2016	12
8	4.875%	7/1/2017	Principal and Interest	\$443.40	8/1/2017	396

- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Do Not Write Below This Line.

\*\*\*\*\*  
THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_ Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Signature

5. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
6. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
7. The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.
8. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
9. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

KATHERN CENTANARO

6-2-10  
Date

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
County OF \_\_\_\_\_  
On \_\_\_\_\_

Before me, \_\_\_\_\_

Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

# Bank of America



BAC Home Loans Servicing, LP  
Attn Home Retention Division: CA6-919-01-43  
400 Countrywide Way  
Simi Valley, CA 93065

May 20, 2010

KATHERN CENTANARO  
6446 Silent Sun Ave  
Las Vegas NV 89142 - 2844

Loan# 140673493  
Property 6446 SILENT SUN AVENUE  
Address: Las Vegas, NV 89142

## IMPORTANT MESSAGE ABOUT YOUR LOAN

Dear KATHERN CENTANARO,

BAC Home Loans Servicing, LP is committed to helping our valued customers who may be having difficulty in making their mortgage payments. Enclosed is a proposed agreement to modify your loan. <sup>1</sup>This modification agreement will not be binding or effective unless and until it has been signed by both you and BAC Home Loans Servicing, LP. Further, in order for the loan modification to become effective, you must complete the actions in the "To Accept the Proposed Modification" section of this letter by no later than June 22, 2010.

## SUMMARY OF PROPOSED MODIFICATION

Current Interest Rate	6.375%
New Interest Rate	2.000%
Unpaid Principal Balance <sup>2</sup>	\$188,741.75
"Deferred" Principal Balance <sup>3</sup>	\$90,341.75
"Interest Bearing" Principal Balance	\$98,400.00
New Maturity Date <sup>4</sup>	7/1/2050
Effective Date	8/1/2010
Interest Rate Term	480

## A breakdown of your new monthly payment is as follows:

P&I Payment: <sup>5</sup>	\$297.98
Escrow / Option ins:	\$192.59
New Monthly Payment: <sup>6</sup>	\$490.57

## TO ACCEPT THE PROPOSED MODIFICATION, COMPLETE THE FOLLOWING BY June 22, 2010:

- Carefully review all documentation enclosed.<sup>7</sup> On the following pages, we have outlined important legal terms and notices of this change. It is very important that you read and understand these terms.
- Sign and date the enclosed Loan Modification Agreement in the presence of a notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears on the enclosed agreement.

### Special Requirements If the loan Modification Agreement is being executed in California:

If executing the Loan Modification Agreement in the state of California, you must also sign and execute the California Notary Acknowledgement in the presence of a Notary. It will be utilized by the notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

(Additional items to be completed on Next Page)

- The enclosed terms are based upon information you provided to us and may be subject to validation.
- Your "Unpaid Principal Balance" is calculated by adding the Delinquent Balance of \$16,677.19 to your current Unpaid Principal Balance of \$172,064.56.
- A portion of your principal balance will be deferred so that your monthly payment is lowered. Interest will not accrue on the deferred portion of your principal balance.
- Your new maturity date may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal balance by the maturity date for your loan.
- Your first new monthly payment is due with the executed agreement. This payment is subject to change if your escrow payment changes. Escrow includes amounts to pay taxes and insurance on your home.
- Your new Principal and Interest payment is calculated using only the "Interest Bearing" Principal Balance.
- BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

**Bank of America****3. Remit the Total Amount Due of \$490.57 in CERTIFIED CHECK OR MONEY ORDER.**

First New Monthly Payment:	\$490.57
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$471.73
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Property Inspection:	\$0.00
Late Charges Due:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Less: Funds Held in Suspense	\$471.73
Less: Additional Contribution Agreed To	\$0.00
<b>Total Amount Due with Executed Agreeeme</b>	<b>\$490.57</b>

**4. Using the pre-addressed, pre-paid FedEx envelope and the address label provided, return all properly signed and notarized documents and Total Amount Due no later than June 22, 2010.****DID YOU REMEMBER**

- ☐ Loan Modification Agreement  
(See Item #2 above)
- ☐ California Notary Acknowledgement  
(If applicable. See Above)
- ☐ Certified Check or Money Order for the Total Amount Due

**NOTE:** Failure to return all documents correctly signed, dated and notarized and the first payment as requested will result in processing delays.

**IMPORTANT TERMS OF PROPOSED MODIFICATION**

Upon the modification agreement becoming binding and effective, the mortgage will be modified to reflect the following terms. Please read this section carefully to understand the impact of this modification on your current mortgage.

**Delinquent Balance**

The following shows your current delinquent balance as of June 22, 2010. This reflects the total amount needed to bring our loan current. The proposed modification will cure the below delinquency and bring your loan current; however, it may also increase your monthly payment.

Delinquent Interest accrued from April 1, 2009 to July 1, 2010:	\$14,497.93
Fees and Costs*:	\$0.00
Delinquent Escrow	\$2,179.26
Total Amount to be added to your Principal Balance :	\$16,677.19

**Fees and Costs are Estimated\***

Fees may include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, title report fees, recording fees and/or subordination fees. We have made every attempt to estimate the amount of fees and costs that may have been incurred and not yet paid by Bank of America Home Loans, LP in the servicing of your loan. Fees and costs incurred but not yet billed and not included above will remain your responsibility following the modification.

You will not pay any modification fee in connection with this agreement.



# Bank of America



## Notice of Interest Rate Changes

Your current interest rate is 6.375%

Under the terms of the modification, your loan becomes a STEP RATE LOAN. Your new reduced rate of 2.000% will be effective as of the August 1, 2010 payment.

### A breakdown of the scheduled interest rate changes is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-5	2.000%	7/1/2010	Principal and Interest	\$297.98	8/1/2010	60
6	3.000%	7/1/2015	Principal and Interest	\$346.18	8/1/2015	12
7	4.000%	7/1/2016	Principal and Interest	\$397.07	8/1/2016	12
8	4.875%	7/1/2017	Principal and Interest	\$443.40	8/1/2017	396

### Other Conditions that May Apply

Upon request, you may be asked to provide a copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last two (2) quarters of your Profit and Loss Statements (P&L Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.

In some cases, a lender's title insurance policy or endorsement may be required. The policy insures the modified mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the modified mortgage.

If any issues arise between the date of this letter and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may not sign the modification agreement and we may pursue all collection action, including foreclosure.

This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. **In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than June 22, 2010 we will continue our collections actions without giving you additional notices or response periods.**

### Special Terms Related to Principal Forbearance

The total principal balance of the proposed modified loan will be \$188,741.75. As part of the proposed modification, we will be deferring a portion of your principal balance to a non-interest bearing account. This may include a portion or all of your current delinquent balance, as well as a portion of your current pre-modified unpaid principal balance. The total amount being deferred is \$90,341.75.

After this deferral of a portion of your principal balance, interest will accrue only on the portion of your outstanding principal balance that is not being deferred, which is \$98,400.00.

Your new payment amount of \$297.98 is calculated using your new interest rate and the amount of your "Interest Bearing" principal balance by amortizing the "Interest Bearing" principal balance over the remaining term of your loan.

You can keep track of the "Deferred Balance" by reviewing your monthly statements after completion of the enclosed Loan Modification agreement. You may pay the "Deferred Balance" at any time prior to, but not later than, the date your final payment is due.

The "Deferred" portion of the outstanding principal balance is due in full upon sale or transfer of the property securing the loan, including a foreclosure, payoff or refinance. This may require a balloon payment at the maturity of your loan. You may avoid a balloon payment by paying the "Deferred Balance" at any time prior to the payoff, refinance, or maturity of your loan. You can keep track of the "Deferred Balance" by looking at your monthly statements after you sign the enclosed Modification Agreement.

### IF YOU HAVE QUESTIONS

If you have any questions about this program, please contact us at 800.669.6607. Our dedicated Loan Consultants can be reached from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday. You can also learn more about our Homeownership Retention Program by visiting us online at [www.bankofamerica.com](http://www.bankofamerica.com).

We are committed to providing you the help you need to remain in your home. Please take advantage of this offer by completing the enclosed forms, or call us to see how we can help you. We look forward to receiving all required documents and your Total Amount Due prior to the document return deadline of June 22, 2010.

Sincerely,

Home Retention Division  
BAC Home Loans Servicing, LP